CONTRACT PERIOD THROUGH MAY 31, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for WIRELESS LAN MANAGEMENT AND SECURITY SYSTEM (NIGP 725-54)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 20, 2004.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

CS/mm Attach

Copy to: Clerk of the Board

Carey Parker, Telecommunications John Howard, Telecommunications Sharon Tohtsoni, Materials Management



CONTRACT PURSUANT TO RFP

SERIAL 04034-RFP

This Contract is entered into this 20th day of May, 2004 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Air Defense, an Georgia corporation ("Contractor") for the purchase of a Wireless LAN Management and Security System and related services

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 20th day of May, 2004 and ending the 31st day of May, 2007.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by Arizona law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 **INDEMNIFICATION**

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of CONTRACTOR, anyone CONTRACTOR directly or indirectly employs or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.4 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.4.1 Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 4.1.4.2 <u>Automobile Liability</u>. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance with a combined single limit for bodily injury and property</u> damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 4.1.4.3 <u>Workers' Compensation</u>. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having

jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.5 Certificates of Insurance.

4.1.5.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond equal to the full Contract amount (\$100,000) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond equal to the full contract amount (\$100,000) solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Department of Materials Management Attn: Director of Purchasing 320 West Lincoln Street Phoenix, Arizona

For Contractor:

Mike Sullivan AirDefense 4800 NorthPoint Parkway, Suite 100 Alpharetta, GA 30022

4.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order, if such verbal cancellation is immediately followed with written confirmation

Contractor agrees to accept verbal cancellation of purchase orders.

4.5 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.6 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.8 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.16 INTEGRATION

The Master License Agreement, Support Services Agreement and this Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

CONTRACTOR		
AUTHORIZED SIGNATURE		
PRINTED NAME AND TITLE		
ADDRESS		
DATE		
MARICOPA COUNTY		
BY: DIRECTOR, MATERIALS MANAGEMENT		
DIRECTOR, MATERIALS MANAGEMENT	DATE	
APPROVED AS TO FORM:		
MARICOPA COUNTY ATTORNEY	DATE	

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

EXHIBIT A PRICING

PRICING SHEET C38-03-10/NIGP/23-	PRICING SHEET C58-05-10/NIGP725-54/B0700112			
BIDDER NAME:	AirDefense			
F.I.D./VENDOR #:	58-2663563			
BIDDER ADDRESS:	4800 NorthPoint Parkway, Alpharetta, GA 30022			
P.O. ADDRESS:				
BIDDER PHONE #:	(650) 594-2937			
BIDDER FAX #:	(270) 716-5973			
COMPANY WEB SITE:	http://www.airdefense.net			
COMPANY CONTACT (REP):	Mike Sullivan			
E-MAIL ADDRESS (REP):	msullivan@airdefense.net			
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _X_ YES NO				
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:XYES NO				

PAYMENT TERMS: Net 30 Days

Exhibit A -- Pricing

Initial System Pricing:

Description:	QTY	Co	ost per Unit	Cos	st of Line Item:	System Totals:
Wirel	ess N	/lonitoring	g and Managen	nent Syster	n	
Wireless Probes:	25	\$	382.50	\$	9,562.50	
System Software:	2	\$	32,970.00	\$	65,940.00	
Hardware Platform:	1	\$	6,446.25		6,446.25	<u> </u>
Optional Professional Services:				<u> </u>	3,900.00	
Cost for Wireless Monitoring and Management Function:					,	\$ 85,848.75
Conf	igura	tion Man	agement and E	nforcemen	t	
Software System:	1	\$	-	\$	-	<u></u>
Hardware Platform:	0	\$	-	\$	-	
Optional Professional Services:				\$	-	
Cost for Configuration Management and Enforcement Function:						Included
Eve	ent C	orrelation	and Intrusion	Detection		
Software System:		\$	-	\$	-	<u></u>
Hardware Platform:		\$	-	\$	-	<u></u>
Optional Professional Services:				\$	-	
Cost for Event Correlation and Intrusion Detection Function:						Included
	Pol	licy Mana	gement per Se	ction		•
Software System:		\$	-	\$	-	
Hardware Platform:		\$	-	\$	-	
Optional Professional Services:				\$	-	
Cost for Policy Management Function:						Included
Total Cost Initial Sys	sten	n Pricir	ng:			\$ 85,848.75

Hardware and Software Maintenace/Warranty Pricing:

vare/Software Product Name	(List) Year Mainter	nance/Warranty Cost		
	Year 2			
Sensors	\$ 2,30	0.00		
Appliance Server		9.00		
Software	\$ 5,93			
	\$	-		
	\$	_		
	\$	-		
			Year 2 Total Maintenance/Warranty Cost \$	9,763.50
	Year 3		_ ``	
Sensors	\$ 2,30	0.00		
Appliance Server		9.00		
Software	<u> </u>			
	\$	-		
	\$	-		
	\$	-		
			Year 3 Total Maintenance/Warranty Cost \$	9,763.50
	Year 4		_ ``	·
Sensors	\$ 2,30	0.00		
Appliance Server	\$ 1,52	9.00		
Software	\$ 5,93			
	\$	-		
	\$	-		
	\$	-		
			Year 4 Total	
			Maintenance/Warranty	0 762 50
			Maintenance/Warranty Cost <u>\$</u>	9,763

Year 5

Sensors	\$ 2,300.00	
Appliance Server	\$ 1,529.00	
Software	\$ 5,934.50	
	\$ -	
	\$ -	
	\$ -	<u></u>
	Year Maintenance/W	5 Total arranty Cost

Maintenance/Warranty
Cost
\$ 9,763.50

Υ	ear	6

Sensors	_\$ 2,300.00
Appliance Server	\$ 1,529.00
Software	\$ 5,934.50
	\$ -
	\$ -
	\$ -

Year 6 Total
Maintenance/Warranty
Cost \$ 9,763.50

Price List for Additional System Components

Description:	List Price:	Discount % off of list:
1) Large Appliance Server	\$ 8,495.00	
2) Sensors	\$ 510.00	
3) Server Licenses (System, IDS, Policy, etc) for 100 AP's	\$ 65,940.00	50%_
4)		
5)		
6)		
7)		

Exhibit B

SCOPE OF WORK: Serial BS 04034-RFP

Wireless LAN Management and Security System

AirDefense shall complete the following tasks for Wireless Security LAN Management System:

1) All deliveries shall be to:

Maricopa County Telecommunications 111 S. 3rd Ave. Lower Level Phoenix, Az. 85003

- 2) All deliveries shall be made prior to June 30, 2004 for the following: 25 Wireless Probes, 2 licensing packages and the server appliance to manage the system.
- 3) The server appliance shall be 19" rack-mountable and will include all mounting hardware for cabinet installation.
- 4) Install and configure Management Server. Installation is to include:
 - a. Installation, hardening and tuning of operating system to vendor requirements and County security guidelines.
 - b. Installation, patching, and configuration of Management Server package to latest available stable release of operating system and application software.
 - c. Network configuration to operate in County Network.
 - d. Configuration to support remote clients for administration of system.
 - e. Configuration of logging and alerting. AirDefense shall configure their system to provide logs and/or trap events to existing Maricopa County Network Management systems where possible. The existing County Network Management products are HP OpenView v6.4 for Solaris, Symantec SESA, and SYSLOG. County Network Management systems will be configured by County personal in support of AirDefense platform configuration efforts.
 - f. Lead County personnel in design exercise to create custom alarms and intrusion detection filters applicable to County environment. The detection filters and policies shall report rogue wireless devices, hacker activities, wireless network probing, as well as monitoring for County Wireless network compliance on usage and configuration. Focus is to be given to minimizing "false-positive" results.
 - g. Implement custom filter and alarm policy instructing County Telecommunication personal on the methods for creating device policies using the system management tools.
 - h. Documentation of configuration in Microsoft Word and delivered on CD.
 - i. Back-up of configuration along with instructions for routine back-up and recovery.
 - j. Written instructions for patching and upgrades of Management Server.
- 5) Conduct site surveys for ten (10) wireless probes as field training for County Staff on proper placement and testing of probes. These site surveys will be in or around the 111 S. 3rd Ave building in downtown Phoenix. Site surveys are to be completed at least one (1) week prior to scheduled installation to make time for cable installation.
- 6) Install and configure ten (10) Wireless Probes by June 30th, 2004. This is to include:
 - a. Configuration processes.
 - b. Installation of Power over Ethernet injectors (to be provided by the County).
 - c. Configuration of probes for the simultaneous monitoring of all channels within 802.11a, b, and g. Bluetooth is to be included if this feature is available at installation time.
 - d. Configuration to support remote administration (if applicable).
 - e. Documentation of configuration in Microsoft Word and delivered on CD.
 - f. Back-up of configuration along with processes for back-up and restore of system.
 - g. Written instructions for patching and upgrading probe software.
 - h. Instruction on troubleshooting including error codes, LED signals, and command line access. Any troubleshooting or maintenance manuals that outline this information are to be provided in electronic format and in print.

- 7) Instructor led on site training on the system is to be conducted for no more than eight (8) County employees by June 30, 2004. All books, reference material, and other training materials will be provided by AirDefense. All training provided shall be to the depth and standard of the AirDefense Certified Engineer training curriculum which will be two days in length. Should testing be required to complete the certification, test vouchers are to be provided by AirDefense for each class participant.
- 8) Provide upgrades for termination of attempts to unauthorized clients, i.e., terminate connection attempts of unauthorized clients. These upgrades are free of charge to the County. This is understood as the AirTermination feature spoke about in meetings prior to the release of the RFP.
- 9) Provide upgrades for Bluetooth monitoring, i.e.; Each wireless probe shall monitor Bluetooth communications along with simultaneous scanning of all channels with the 802.11a/b/g frequencies. These upgrades are free of charge to the County.
- 10) Technical Support: The Contractor shall provide 5 x 8 technical support (with 24 X 7 pager access support) for the Wireless LAN Management and Security System without additional cost to Telecommunications during the Base Hardware, Software, and Custom software periods (This period ends June 30, 2005). Thereafter, the Contractor must offer technical assistance services renewable annually in one-year increments, at pricing proposed by the Contractor. Technical Support shall be available by a toll-free phone number, web based access to technical support documentation, and e-mail.
- 11) Documentation and Manuals: The Contractor shall provide complete, accurate, and structured technical system and operations documentation for the proposed Wireless Intrusion Detection system in printed form and in electronic format, (Adobe PDF format on CD-ROM). The documentation provided must be comprehensive enough to allow appropriately trained County's Telecommunication technical staff the ability to reasonably operate the system independently from the Contractor.
- 12) Upon successful completion of the performance period, the system shall be deemed accepted. All documentation shall be completed prior to final acceptance. The performance period is considered to be thirty (30) consecutive days of trouble-free operation of the installed system and will begin at the completion of the installation and on-site training. "Trouble-free operation" shall mean that the AirDefense system will operate as represented by AirDefense and does not restart or reload due to hardware or software problems. Any patches or maintenance upgrades required to meet the County's functionality requirements are to be installed prior to the beginning of the performance period. Application of system upgrades or patches to stabilize the system during the performance period will cause the performance period to start over.
- 13) A project plan is to be submitted outlining dates and assigned AirDefense personnel for the following tasks: Site Survey, Training, Installation, and product delivery. This plan is to be submitted electronically in either, Microsoft Word, Microsoft Excel, Microsoft Project, or a PDF file to the Maricopa County Telecommunications Department; Attn: John Howard, john.howard@mail.maricopa.gov. This plan is expected to be delivered within one (1) week after receiving notification of contract award.
- 14) Scheduling of site surveys, installation, and training shall be coordinated with the Maricopa County Telecommunications Department, John Howard, john.howard@mail.maricopa.gov, 602-506-3200.

AIRDEFENSE INC., 4800 NORTHPOINT PARKWAY STE 100, ALPHARETTA, GA 30022

PRICING SHEET C58-05-10/NIGP725-54/B0700112

Terms: NET 30

Federal Tax ID Number: 58-2663563

Vendor Number: 582663563

Telephone Number: 770/663-8115

Fax Number: 770/453-9601

Contact Person: Mike Sullivan

E-mail Address: <u>msullivan@airdefense.net</u>

Company Web Site: <u>www.airdefense.net</u>

Certificates of Insurance Required

Performance Bond Required \$100,000.00

Contract Period: To cover the period ending **May 31, 2007.**